



COMPETITIVE SEALED BID NO. 1002-032
**FRISCO ATHLETIC CENTER SUN CONTROL WINDOW FILM,
FURNISHED AND INSTALLED**

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DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

***March 11, 2010 @ 2:00PM***

***NO LATE BIDS WILL BE ACCEPTED***

**ORIGINAL AND ONE COPY REQUIRED**  
~~~~~

**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

CITY OF FRISCO
TOM JOHNSTON,
PURCHASING MANAGER
6101 Frisco Square Blvd.
FRISCO, TX 75034

PRE-BID CONFERENCE:

FRISCO ATHLETIC CENTER
5828 Nancy Jane Lane
FRISCO, TX 75034
"The Zone"
3-02-10, 10:00AM

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M.
Purchasing Manager
tjohnston@friscotexas.gov
972 292 5540

Daniel Ford, CPPB
Buyer
dford@friscotexas.gov
972 292 5542



CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1002-032

FRISCO ATHLETIC CENTER SUN CONTROL WINDOW FILM, FURNISHED AND INSTALLED

BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE "COPY" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for Sun Control Window Film, Furnished and Installed.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by March 11, 2010 at 2:00 PM BY THE PURCHASING MANAGER'S OFFICE. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

A mandatory supervised site visit is required with this bid. A pre-bid meeting will be held on March 2, 2010, at the Frisco Athletic Center, 5828 Nancy Jane Lane, Frisco, TX 75034. The pre-bid meeting counts as the mandatory site visit. If you are unable to attend the pre-bid meeting, please contact either Daniel Ford or Gerry Burns to schedule a site visit. All site visits must be scheduled during normal working hours and be completed by March 9, 2010. City staff will do everything possible to accommodate site visits, but they are contingent upon staff availability.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on March 11, 2010 at 2:05 PM.

Write the competitive sealed bid number 1002-032, name of bid, Sun Control Window Film, Furnished and Installed, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do

so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

BONDING REQUIREMENTS

Bids must be accompanied by a cashiers check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum bid price, as a guarantee that the bidder will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package.**

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original and one (1) copy of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract

documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292 5542.
16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.
The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Purchasing Manager to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such

settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

ACORD. CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 11/21/2007
PRODUCER City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034	Insurance Company Name & Address Phone & Fax #'s	INSURED Choices QuickForms Street Address1 Street Address2 City, St Zip	INSURERS AFFORDING COVERAGE INSURER A INSURER B INSURER C INSURER D INSURER E	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. NAIC #
COVERAGES <small>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PERTAIN, THE ASSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PRIOR CLAIMS.</small>				
DESCRIPTION OF COVERAGE LTD. CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD DATE - DATE	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAWBACK <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> PER <input type="checkbox"/> PER			EACH OCCURRENCE AGGREGATE LIMIT AGGREGATE LIMIT AGGREGATE LIMIT AGGREGATE LIMIT AGGREGATE LIMIT AGGREGATE LIMIT AGGREGATE LIMIT
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT (for vehicles) BODILY INJURY (for persons) BODILY INJURY (for accidents) PROPERTY DAMAGE (for accidents)
	UMWA LIABILITY <input type="checkbox"/> ANY AUTO			AUTO-ONLY - EA ACCIDENT OTHER THAN AUTO-ONLY AUTO-ONLY AGGREGATE
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION			EACH OCCURRENCE AGGREGATE AGGREGATE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY FUTURE/TEMPORARY/PERMANENT/RECURRING <input type="checkbox"/> OFF-SITE/ON-SITE/RECURRING OTHER			WORKERS COMPENSATION EMPLOYERS' LIABILITY ALL ACCIDENTS ALL DISEASE - EMPLOYED ALL DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS, AGENTS, INSURERS, SPECIAL PROVISIONS The City of Frisco, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.				
CERTIFICATE HOLDER The City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL EXCHANGE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES. <input checked="" type="checkbox"/> AS THEIR REPRESENTATIVE		

ACORD 25 (2001/08)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2010.

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
1	Name of person doing business with local governmental entity.	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

City of Frisco Invitation for Bid #1002-032
Frisco Athletic Center Sun Control Window Film, Furnished and Installed

The City of Frisco is accepting competitive sealed bids for providing and installing sun control window film on the western façade windows of the Frisco Athletic Center at 5828 Nancy Jane Lane, Frisco, TX 75034. The bid will be awarded to the **LOWEST RESPONSIVE, RESPONSIBLE BIDDER** meeting specifications.

A Payment Bond will be required for this bid if the bid amount exceeds \$25,000. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package if the bid amount exceeds \$25,000.**

A pre-bid meeting will be held on March 2, 2010, at 10:00 AM. The meeting will be held at the Frisco Athletic Center, 5828 Nancy Jane Lane, Frisco, TX 75034, in "The Zone". A mandatory site visit is required with this bid. The pre-bid meeting will count as the mandatory site visit. If you are unable to attend the pre-bid meeting, you must schedule a mandatory supervised site visit. Please contact either Daniel Ford or Gerry Burns to schedule the site visit. All site visits must be scheduled during normal working hours and be completed by March 9, 2010. City staff will do everything possible to accommodate site visits, but they are contingent upon staff availability.

Daniel Ford 972.292.5542
Gerry Burns 972.292.5112

The project is being performed in accordance with the City of Frisco's awarded EECBG to reduce heat loads within the City's facilities. Domestic preference is required under Section 1605 of the American Recovery and Reinvestment Act of 2009 (May 2009). This act states that all manufactured items used in this project are produced in the United States. Please designate origin of the product on the bid form.

The awarded vendor is required to act in accordance with the Davis Bacon Act on prevailing wage rates.

For more information on the Davis Bacon Act, please see <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

In accordance with EECBG requirements, the vendor must provide a project worksheet that details labor hours worked per employee. The vendor is responsible for documenting and tracking these hours. **The City will require this information before payment is made.**

Specifically, the City will reduce the heat load for the Frisco Athletic Center by installing UV filters on all unfiltered windows on its western façade. Several windows have already been filtered using 3M NV-15 film. The total remaining windows (double pane, clear glass) are to be completed with this bid, and are as follows (estimates only):

Lobby Area-23 Windows, 18-4'5"x7', 5-4'5"x3'

The Lobby Area is the entrance area to the Frisco Athletic Center. The working height for this area will reach approximately 50 feet.

"The Zone"-21 Windows, 6'x4'3"

The Zone is immediately North of the Lobby Area, and is one floor only.

Fitness Floor (2nd Floor)-16 Windows, 6'x4'3"

The 2nd Floor fitness area may require treadmills and cardio equipment to be moved. Working height goes to approximately 12-15 feet.

Café and natatorium-72 Windows, 6'x4'3"

The Café is on the first floor immediately South of the lobby. The working area for the café is not accessible from directly below the working area so accommodations will need to be made.

The Natatorium has a working height of approximately 26 feet.

The sun control window film to be used on these windows must be 3M NV-15 film, or equivalent. **The film used must match the existing filtering currently in place so that there is a consistent look across the western façade.** If vendor is submitting an equivalent product, the following substitution guidelines must be followed. Any substitution must be approved prior to March 3, 2010.

PRODUCT SUBSTITUTION PROCEDURES

The words "approved equal", "equal", "equivalent" or similar wording is omitted herein to alleviate redundancy; however, when a project is specified in these Construction Documents by using a proprietary name or the particular manufacturer or vendor, the specific item mentioned shall be understood as establishing type, function, dimension, appearance, and quality required. Other manufacturer's products are to be encouraged, provided sufficient information is submitted to determine that products proposed are approved substitutes to those named.

Owner shall approve alternates and substitutes prior to March 3, 2010.

Submit substitution requests to Owner's Representative no later than March 3, 2010, Via e-mail to Daniel Ford, Buyer, at dford@friscotexas.gov. An addendum will be distributed no later than five (5) days prior to Bid Opening noting any approved substitutes.

Working Hours-All work is to be performed and work site cleaned up between the following hours:

1. Lobby Area
 - a. Monday–Friday: 10:00pm – 5:00 am the next morning
 - b. Saturday: 6:30 pm to 11:00am the next morning
 - c. Sunday: 6:00 pm to 5:00am the next morning
2. “The Zone”
 - a. Monday – Friday: **Anytime other than 4:00pm – 9:00pm**
 - b. Saturday: ** Anytime other than 8:00am – 6:30pm**
 - c. Sunday: ** Anytime other than 11:00am – 6:00pm**
3. Fitness Floor(2nd Floor)
 - a. Monday – Friday: 10:00pm – 5:00am the next morning
 - b. Saturday: 6:30pm - 11:00am the next morning
 - c. Sunday: 6:00pm - 5:00am the next morning
4. Café and Natatorium
 - a. Tuesday/Thursday/Friday: 12pm – 4pm or same times as the lobby.

The sun control window film used must meet or exceed the following standards:

Physical Properties

1. Composition: The reflective window film used must comply with any applicable ASTM standards, or any other applicable industry standards.
2. Uniformity: No noticeable pin holes, streaks, thin spots, scratches, banding or other optical defects.
3. Variation in Total Transmission across the Width: Less than 2 percent over the average at any portion along the length.
4. Thickness: Nominal 2.5 mils (0.125mm) with no evidence of coating voids.
5. Identification: Labeled as to Manufacturer.

Performance

Solar Heat Reduction	48%
Heat Loss Reduction	6%
Glare Reduction	82%
UV Blocked	99%
Total Solar Energy Rejected	63%

Technical Data

Shading Coefficient	.42
Visible Light Exterior Reflection	44%
Visible Light Interior Reflection	20%
Visible Light Transmitted	14%
Emissivity	.70
“U” Value	.47

Preparation

1. Clean surfaces thoroughly prior to installation
2. Prepare Surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
3. Protect the surrounding areas where work will be performed. Drop cloths, coverings, ventilation requirements and containment, and other preventative protection should be adhered to.

Manufacturer Qualifications

1. All primary products are to be supplied by a single manufacturer with a minimum of five (5) years in production.

Installation Company Qualifications

1. All products are to be installed by a single installation company with a minimum of three (3) years demonstrated experience in installing products of the same type and scope as specified-included working with 50 ft or comparable heights.
2. Provide documentation that the installation company is authorized/licensed applicator by the manufacturer to perform work specified.
3. Provide a commercial building reference list of 3 properties where the installation company has applied window film, including name of building, contact name and phone number, type of glass, type of film, amount of film installed, and date of completion.

References

1. Company_____ Contact Name_____
Phone number_____
Type/Amount of Film Installed_____
Date of Completion_____
2. Company_____ Contact Name_____
Phone number_____
Type/Amount of Film Installed_____
Date of Completion_____
3. Company_____ Contact Name_____
Phone number_____
Type/Amount of Film Installed_____
Date of Completion_____
4. Provide a glass stress analysis on all existing glass to be completed with proposed glass/film combination as recommended by the film manufacturer.
5. Provide an application analysis to determine energy cost reduction and savings.

Storage and Handling

1. Store products in manufacturers packaging until ready for installation
2. Store and dispose of hazardous materials and waste in accordance with requirements of local jurisdiction.

Project Conditions

1. Coordinate with Facilities Manager to maintain environmental conditions (temperature, humidity, ventilation, etc.) within limits recommended by manufacturer for optimum results.
2. The vendor shall identify any irregularities in glass that will need repair before window film can be applied. Glass repairs will be made and paid for by the City prior to window film installation

Mock-up-A mock up will be required to ensure that the film being installed is consistent with the film currently installed. One window in "The Zone" will be completed by the vendor, and approved by the City. Approval is required before the vendor begins any more work.

1. Finish an area in "The Zone" between 8:00am-4:00pm, Monday-Friday-this mock-up date must be scheduled with the City.
2. Do not proceed with remaining work until workmanship, color and sheen have been approved by the City against current film in place.
3. Refinish Mock-up areas as required to produce City accepted work.

Warranty

1. Provide to owner an executed current copy of the manufacturer's standard limited warranty against manufacturing defect, outlining the terms, conditions, and exclusions from coverage.
2. Manufacturer's commercial limited warranty should be a minimum of 10 years and provide for the following:
 - a. Maintain solar reflective properties without cracking, crazing or peeling
 - b. Maintain adhesion properties without blistering, bubbling, or delaminating from glass
 - c. Maintain appearance without discoloration

If the product is found defective, the seller will:

Replace the quantity of film proved to be defective

Provide removal and reapplication labor free of charge

3. Warranty should also cover glass failure due to thermal shock failure resulting from application. Coverage should be up to \$500.00 per window, and a minimum of 5 years coverage.

Any deductible costs or fees must be stated with the bid.

Finish Out

1. Remove left over material and debris from Work area. Use necessary means to protect film before, during, and after installation.
2. Touch up, repair or replace damaged products before completion

Manufacturer's Specification Sheet/Brochures must accompany bid.

BIDDER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?

ORIGINAL AND ONE (1) COPY INCLUDED?

ALL BLANKS COMPLETED ON THIS BID FORM?

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?

INSURANCE CERTIFICATE PROVIDED?

MANUFACTURER'S SPECIFICATIONS ATTACHED?

CERTIFIED/LICENSED INSTALLER CERTIFICATION ATTACHED?



CITY OF FRISCO PURCHASING DIVISION

BID FORM

#1002-032

FRISCO ATHLETIC CENTER SUN CONTROL WINDOW FILM, FURNISHED AND
INSTALLED

Item	Description	Units	Cost	Delivery (in days)
1	Materials and Installation	Lump Sum		
2	Any other Fees (deductibles, etc)	Lump Sum		
3	Manufactured Product Origin (USA)	Country	Y or N	

Totals _____

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name) Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____